

**AMENDMENT NO.1  
TO THE  
INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT  
BETWEEN  
NEXTEL WEST CORP.  
AND  
CINCINNATI BELL TELEPHONE COMPANY**

**DATED \_\_\_\_\_, 2001**

THIS AMENDMENT is made by and between Cincinnati Bell Telephone Company (“CBT”) and Nextel West Corp. (“Nextel”), as of the \_\_\_\_ day of \_\_\_\_\_, 2001. CBT and Nextel are collectively referred to as the “Parties”.

WHEREAS, the Parties executed a Interconnection And Traffic Interchange Agreement on September 24, 1997 (the “Interconnection Agreement”); and

WHEREAS, the Parties desire to amend the Interconnection Agreement to set forth the terms and conditions for intercarrier compensation between the Parties for Local Traffic and for telecommunications traffic delivered to Internet Service Providers (ISPs) as mandated by the FCC’s Order on Remand and Report and Order in CC Docket Nos. 96-98, 99-68 FCC 01-131;

NOW, THEREFORE, for and in consideration of the promises contained herein, the parties to this Amendment, intending to be legally bound, hereby agree to amend the Interconnection Agreement as follows:

**1. Section 1, Definitions, is amended to include the definitions for “Information Access Traffic”, and “Local Traffic.” The definitions will read as follows:**

- (gg) “Information Access Traffic” is defined in FCC’s Order on Remand and Report and Order in CC Docket Nos. 96-98 and 99-68, Paragraph 44, released on April 27, 2001 and includes exchange services used for Information Access Traffic.
- (hh) “Local Traffic” means (1) telecommunications traffic exchanged between a LEC and a telecommunications carrier other than a CMRS provider, except for telecommunications traffic that is interstate or intrastate exchange access, information access or exchange services for such access; or (2) telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area, as defined in 47 C.F.R. § 24.202(a).

3. **Section 5(f)** of the Interconnection Agreement is modified to read as follows:

(f) Type 2 will be available to Nextel through the billing option listed in subparagraph 5(f)(1) following. The charges for these options appear in Attachment II.

(1) Billing Option 2

Nextel pays for all M/L calls within the LATA and CBT pays for all L/M calls originating in the COA under the appropriate rate elements as identified in Attachment II.

The Parties shall compensate each other for the transport and termination of L/M Traffic and M/L Traffic over the terminating Nextel's switch in accordance with Section 251(b)(5) of the Act and the FCC's Order on Remand and Report and Order in CC Docket Nos. 96-98 and 99-68, released on April 27, 2001 at the rates provided in Attachment II.

4. The points of contact for Notices in **Section 20**, are amended to read as follows:

To Nextel:

Bob Edgerly  
Sr. Manager, Interconnect  
Nextel Communications, Inc.  
2001 Edmund Halley Dr.  
Reston, VA 20191  
Phone: (703) 433-8157  
Fax: (703) 433-4894

To CBT:

Cincinnati Bell Telephone Company  
201 E. Fourth Street  
Cincinnati, Ohio 45201-2301  
Attn: Vice President & General Manager – Carrier Services  
Facsimile: (513) 241-8735

with a copy to:

Cincinnati Bell Telephone Company  
201 E. Fourth Street, Room 620  
Cincinnati, Ohio 45201-2301  
Attn: General Counsel  
Facsimile: (513) 397-9557

5. Attachment II to the Interconnection Agreement has been replaced in its entirety by Attachment II of this Amendment.

6. In the event of a conflict between the terms of this Amendment and the terms of the Interconnection Agreement, the terms of this Amendment shall prevail. All of the other provisions of the Interconnection Agreement shall remain in full force and effect.

7. Either or both of the Parties is authorized to submit this Amendment to the Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Nextel West Corp.

Cincinnati Bell Telephone Company

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Nancy Carlsen

Name: Christian Gartner

Title: Director – Telco Management

Title: Vice President & General Manager –  
Carrier Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment II

to

INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

between

Cincinnati Bell Telephone Co.

and

Nextel West Corp.

Effective June 14, 2001

Facilities, Services and Charges

\* \* \* \*

I. Description and Application of Rates and Charges

There are three types of charges that may apply to CBT and Nextel. These are monthly recurring rates, usage rates and nonrecurring charges.

(A) Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days. Monthly rates apply to the CMRS Dedicated Trunk (CDT) rate element for both Type 2A service and Type 2B service. When CDTs are used for two-way traffic the cost of such facility shall be equitably shared by Nextel and CBT. (e.g., If the traffic volume is 60% Nextel and 40% CBT, Nextel shall pay 60% of the rates in this Attachment for the CDT

(B) Usage Rates

Usage rates are rates that apply only to M/L and L/M Traffic . These are applied on a per conversation minute basis. Conversation minute charges are accumulated over a monthly period. For Type 2A and Type 2B calls, the Party whose customer originates the call will compensate the Party who terminates the call for usage at the Type 2 Interconnection rates shown in this Attachment II, Sections IV and V.

(C) Nonrecurring Charges

Nonrecurring charges are one-time charges applied to the work activities on the following pages and defined below:

(1) Installation of Services

Nonrecurring charges apply to each service installed by one Party for use by the other Party.

II. Measuring Conversation Minutes

Nextel's traffic terminating on CBT's network will be measured by CBT at end office switches or tandem switches. CBT's traffic terminating on Nextel's network will be measured by Nextel at its MTSO. The conversation time of Type 2 interface traffic is billed to the originating Party.

For L/M calls over Type 2A services, usage measurement begins when Nextel's switch sends answer supervision to CBT's originating end office. The measurement of L/M call usage ends when Nextel's switch receives disconnect supervision from either the terminating end user or CBT's originating end office, whichever is recognized first by Nextel's switch.

For M/L calls over Type 2A and Type 2B service, the measurement of conversation minutes begins when the terminating CBT entry switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered. Measurement of the call usage ends when CBT's entry switch receives disconnect supervision from either the terminating end user's end office or Nextel's POT, whichever is recognized first by the entry switch.

For M/L traffic, usage rated Type 2A and Type 2B service conversation minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, are then rounded up to the nearest conversation minute for each end office. Conversation minutes measured for traffic between Nextel and an Interexchange Carrier (IC) using Type 2A service via CBT's access tandem are not charged to Nextel.

III. Mileage Measurement

The mileage to be used to determine the monthly rate for the CMRS Dedicated Trunk (CDT) rate element of Type 2A and Type 2B services is calculated on the airline distance between the two locations involved, i.e., between Nextel's point of termination and CBT's tandems for Type 2A service, and between Nextel's point of termination and CBT's end office for Type 2B service. The mileage to be used to determine the usage rate for the CMRS Common Trunk (CCT) rate element of Type 2A service is calculated based on the airline distance between CBT's tandem and CBT's end office where the call carried over the CCT originates or terminates.

Mileage is shown in the attachment following in terms of mileage bands. To determine the rate to be billed, first compute the mileage using the V&H coordinates method, then find the band into which the computed mileage falls and apply the rates shown for that band. When the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage band and applying the rates.

IV. Type 2 Interconnect for Mobile to Land (M/L) Calls:

The following rates and charges for Type 2A and Type 2B interfaces are subject to change in accordance with the provisions of paragraph 5(b) of the agreement. For M/L calls where Nextel pays CBT for transport and termination of traffic, the following rates apply if Nextel chooses to purchase facilities from CBT:

(A) CMRS Dedicated Trunk<sup>1</sup>:

(1) Voice Grade Trunks	<u>Nonrecurring</u>	<u>Monthly</u>
	<u>Charge</u>	<u>Rate</u>
- Per Trunk (4 Wire)	NONE	\$ 49.60
Trunk (4 Wire)		
Mileage	Fixed	
<u>Band</u>	<u>Monthly</u>	<u>Per Mile</u>
0	NONE	NONE
Over 0-4	\$61.00	\$ .64
Over 4-8	\$61.00	\$ .64
Over 8-25	\$61.00	\$ .64
Over 25	\$61.00	\$ .64

(2) DS1 Facilities	Non-		36	60
	recurring	<u>Monthly</u>	<u>Month</u>	<u>Month</u>
	<u>Charge</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
- Per MercNET 1.5 (24 Trunks)				
Standard Type 2A Access	NONE	\$135.79	\$129.00	\$122.21
FGD IC Access (for Originating and Terminating Traffic)	NONE	135.79	129.00	122.21

<sup>1</sup> Tariff Reference to F.C.C. No. 35, Section 7.

DS1 to Voice Multiplexing<sup>2</sup> NONE 285.45

- Mileage Charges Per MercNET 1.5:

<u>Mileage Band</u>	<u>Fixed Monthly</u>	<u>Per Mile</u>
0	NONE	NONE
Over 0-4	\$ 100.00	\$8.40
Over 4-8	\$ 100.00	\$8.40
Over 8-25	\$ 100.00	\$8.40
Over 25	\$ 100.00	\$8.40

(3) DS3 Facilities

- Per MercNET 45 (28 DS1)

	Recurring Charges		
	<u>Monthly<sup>3</sup> Rate</u>	<u>Optional Payment Plan</u>	
		<u>36 Mo</u>	<u>60 Mo</u>
-MercNET 45			
- 1st CT	\$1,500.00	\$ 1,200.00	\$ 1,000.00
- 2nd CT	\$1,300.00	\$855.00	\$676.00
- 3rd CT and above	\$1,151.00	\$836.00	\$654.00

- All MercNET 45 CT's Nonrecurring Charge, each - NONE

	<u>Nonrecurring Charge</u>	<u>Recurring Monthly</u>
DS3 to DS1 Multiplexing <sup>4</sup>	None	\$678.02
	<u>Fixed Monthly</u>	<u>Per Mile</u>
Mileage Charge Per MercNET 45	\$760.00	\$69.58

<sup>2</sup> May not be necessary if working in Digital Offices.

<sup>3</sup> Requires 12 month minimum agreement.

<sup>4</sup> May not be necessary if working in Digital Offices.

(B) Type 2 Interconnection for all M/L Traffic beginning June 14, 2001<sup>5</sup>:

\$ .0015 per minute from June 14, 2001 to December 13, 2001  
 \$ .0010 per minute from December 14, 2001 to June 13, 2003  
 \$ .0007 per minute from June 14, 2003 to June 13, 2004 or further  
 FCC Order, whichever occurs later

V. Type 2 Interconnection for Land to Mobile (L/M) Calls:

(A) Billing Option 2 beginning June 14, 2001<sup>6</sup>:

CBT pays Nextel for transport and termination of L/M traffic.

\$ .0015 per minute from June 14, 2001 to December 13, 2001  
 \$ .0010 per minute from December 14, 2001 to June 13, 2003  
 \$ .0007 per minute from June 14, 2003 to June 13, 2004 or further  
 FCC Order, whichever occurs later

VI. For Type 1 Interconnect for M/L Use Only:

(A) Facilities to Connect End Offices with the MTSO - Central Office Connecting Circuits: Access Channel

<u>Rate Element</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
4 Wire Channel Termination-CMRS, each <sup>7</sup> - For use with trunk unit	None	\$49.60
	<u>Mileage Band</u>	<u>Fixed Monthly</u>
	0	None
	Over 0-4	\$61.00
	Over 4-8	\$61.00
	Over 8-25	\$61.00
	Over 25	\$61.00
		<u>Per Mile</u>
		None
		\$0.64
		\$0.64
		\$0.64
		\$0.64

<sup>5</sup> Transport and Termination rates as of June 14, 2001 were set by the FCC's Order on Remand and Report and Order in CC Docket Nos. 96-98 FCC 01-131 on remand from the Court of Appeals for the District of Columbia adopted on April 18, 2001, and are not subject to true up.

<sup>6</sup> Transport and Termination rates as of June 14, 2001 were set by the FCC's Order on Remand and Report and Order in CC Docket Nos. 96-98 FCC 01-131 on remand from the Court of Appeals for the District of Columbia adopted on April 18, 2001, and are not subject to true up.

<sup>7</sup> Tariff Reference to F.C.C. No. 35, Section 7.

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
Signaling Capability - Per point of termination <sup>8</sup>	None	\$9.98

(B) Facilities to Connect MTSO with the Various Cell Sites - Radio Landlines

These facilities are provided as private line channels. Any required intrastate channels (intraexchange or interexchange) or interstate channels would be provided in accordance with paragraph 5(b) preceding.

(C) For Type 1 Interconnection M/L Calls from Nextel's System:

MEASURED RATE SERVICES<sup>9</sup>

Exchange service is provided on a measured basis, i.e., billed for usage that varies depending upon the number, distance, duration, and time-of-day of originating calls. The usage rates are the same as those for Optional Measured Service as specified below in accordance with paragraph 5(b) preceding. Usage allowance credits are not applicable to this service.

<u>Mileage Tier</u>	<u>Usage Rates</u>		<u>Discount Rates</u> <sup>10</sup>	
	Initial	Add'l	Initial	Add'l
	<u>Min.</u>	<u>Min.</u>	<u>Min.</u>	<u>Min.</u>
1 (0 through 12 miles)	\$.060	\$.020	\$.030	\$.010
2 (13 through 26 miles)	.080	.040	.040	.020
3 (27 miles and over)	.120	.050	.060	.025

(D) Directory Assistance<sup>11</sup>

For Type 2A interconnection mobile-to-land (M/L) calls to Directory Assistance (555-1212) or (411), Nextel shall pay CBT and the following rates apply:

Rate

<sup>8</sup> Call allowances are not applicable to this Service.

<sup>9</sup> Tariff Reference: Exchange Rate Tariff, Section 1.

<sup>10</sup> A 50% discount applies to:

- (1) Calls originated from 9:00 P.M. to but not including 8:00 A.M., on Monday through Friday.
- (2) Calls originated all day Saturday, Sunday and certain holidays. The holidays are New Year's Day (January 1), Independence Day (July 4), Christmas Day (December 25); and Labor Day and Thanksgiving Day (or their resulting legal holidays).

The appropriate Message Toll Service rates apply for originating calls to landline telephones not within the respective local service area.

<sup>11</sup> Call allowances are not applicable to this Service.

	<u>per Call</u>
(1) For call volumes of 10,000 calls or greater billed to carrier in the current one month billing period.	\$0.39
(2) For call volumes of less than 10,000 calls billed to carrier in the current one month billing period.	\$0.44

VII. Type S Interconnect Service Rates and Charges

The Following rates and charges for Type S interfaces are subject to change in accordance with the provisions of Paragraph 5 (b) of the agreement.

SS7 Common Channel Signaling Arrangement for A-Link Interconnection<sup>12</sup>

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
STP Port Termination - Per Port	NONE	\$889.75
Signaling Link Channel Termination <sup>13</sup>		
- Per MercNET 1.5	NONE	\$135.79
- Per 56 Kbps	NONE	\$ 70.00
Channel Mileage <sup>14</sup>		
- Per MercNET 1.5		
- Fixed	NONE	\$100.00
- Per Mile	NONE	\$ 9.42
- Per 56 Kbps		
- Fixed	NONE	\$ 60.72
- Per Mile	NONE	\$ 1.04

<sup>12</sup> Tariff Reference: FCC No. 35, Section 6.

<sup>13</sup> One Channel Termination applies per Signaling Link.

<sup>14</sup> Channel Mileage applies between Serving Wire Center and STP, but does not apply when mileage is zero.

VIII. Directory Listings for Type 1 and 2 CMRS Telephone Numbers

If Nextel's customer requests their assigned CMRS telephone number listed in CBT's alphabetical directory (white pages), Nextel will contact CBT. CBT will bill Nextel the Nonrecurring Charge and Monthly Rate associated with each Listing.

The monthly rate for a regular additional listing begins when the information records are posted. Information records are posted and charging begins when the listing is accepted or when the directory in which it will appear is issued, at the option of Nextel. A CMRS Telephone Number can be listed in the directory if CBT is notified no later than March 1st of each year.

- Regular Additional Listing, each<sup>15</sup>:

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
CMRS Telephone Number	\$12.37	\$3.00

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<sup>15</sup> Tariff Reference: General Exchange Tariff, Section 6.

INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

Cincinnati Bell Telephone Company

and

Nextel West

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**ATTACHMENTS**

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- VI - TRANSIT TRAFFIC**

## INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 199\_, by and between Cincinnati Bell Telephone Company, an Ohio corporation (hereinafter referred to as "CBT"), and Nextel West, a wholly owned subsidiary of Nextel Finance Company, which is in turn a wholly owned subsidiary of Nextel Communications, Inc., (hereinafter referred to as "Nextel").

WITNESSETH:

WHEREAS, CBT is a duly authorized Local Exchange Carrier (LEC) engaged in providing exchange telecommunications service in parts of the States of Ohio, Kentucky and Indiana; and

WHEREAS, Nextel is a duly authorized Commercial Mobile Radio Service Provider (CMRS) engaged in providing all FCC-authorized wireless services in its FCC-authorized geographic service area including portions of the States of Ohio, Kentucky and Indiana; and

WHEREAS, CBT and Nextel have agreed to connect their facilities and interchange traffic for the provision of through communications service as provided herein:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, CBT and Nextel hereby covenant and agree as follows:

1. DEFINITIONS

For purposes of this Agreement and as used herein, the terms set forth below shall be defined as follows:

- (a) Access Tandem - A switching system that provides an access point for interconnection of CMRS companies, local exchange companies and interexchange carriers.
- (b) Authorized Services - Those services which Nextel may now or hereafter lawfully provide on an interconnected basis, interfacing with CBT's Operating Area (COA) network.
- (c) CBT's System - The communications network of CBT and its services provided in the COA.
- (d) Central Office Prefix - The first three digits (NXX) of the seven digit telephone number.
- (e) Channels - An electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.
- (f) CMRS Common Trunk (CCT) - Interoffice trunking network which provides interconnection between a local tandem and subtending end offices.
- (g) CMRS Dedicated Trunk (CDT) - A facility which connects one Party's System to the other Party's local tandem, access tandem or end office switches.
- (h) CMRS Local Switching (CLS) - End office switching.
- (i) COA (CBT's Operating Area) - The geographic area in which CBT provides exchange telecommunications service to its customers.

Presently, the COA and portions of the independent telephone companies make up the Cincinnati Market Area (LATA 922).

- (j) End Office Switch - A switching system where Exchange Telecommunications Service customer station loops are terminated for purposes of interconnection to other end offices. Included are remote switching modules and remote switching systems served by a host office in a different wire center.
- (k) Exchange - A unit smaller than the COA, established by CBT for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. More than one designated exchange comprises the COA.
- (l) Exchange Access Line - The facilities connecting the serving central office and the customer's premises. These facilities terminate on the customer's premises in an interface determined by CBT.
- (m) Exchange Telecommunications Service - The furnishing of an exchange access line for telecommunications within a local service area, in accordance with the regulations, rates and charges specified in CBT's Exchange Rate Tariffs. Exchange service includes the furnishing of the local facilities required to establish and maintain connections between an exchange access line and the toll plant in connection with toll calls.
- (n) Interface Type - The channel and associated service arrangement used to connect Nextel's System with CBT's System for the purpose of interchanging traffic.

- (o) IntraLATA - For purposes of this Agreement, IntraLATA is a term used to describe CBT services and functions that relate to Exchange Telecommunications Services originating and terminating within a single LATA or court approved territory associated with the LATA. While CBT may handle IntraLATA calls, it must be recognized that other carriers, for example, independent telephone companies or CMRS carriers, may be at one, or both, ends of the call.
- (p) L/M (Land Line to Mobile Call) - Calls originated by CBT to Nextel for completion by Nextel. Calls originated by a LEC, other than the CBT are transit traffic and not CBT originated L/M calls for compensation purposes.
- (q) LATA (Local Access and Transport Area) - A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes. CBT operates in LATA 922; see COA definition (i) above.
- (r) Local Tandem Switch - A switching office that provides a concentration and distribution function for switching intraLATA traffic between end offices of local exchange carriers.
- (s) Local Traffic - traffic that is originated by a customer of one Party on that Party's network and terminates to a customer of the other Party on the other Party's network within the same Major Trading Area (MTA).
- (t) MTA (Major Trading Area) - The geographic area within which a CMRS carrier provides Authorized Services.

- (u) Measured Rate Service - An exchange access line service provided on a measured basis for Nextel Originating Type 1 interconnected calls. Each call is charged on a conversational minutes of use basis as identified in Attachment II, Page 7.
- (v) M/L (Mobile to Land Line Call) - Calls originated by Nextel's mobile customer requesting a connection to a CBT customer within the COA or needing a connection to another carrier for call completion.
- (w) MTSO (Mobile Telephone Switching Office) - A mobile switching end office where CMRS customers are terminated for purposes of interconnection to each other and to other telecommunications carrier's systems. Included are remote switching modules and remote switching systems served by a host office.
- (x) Nextel's System - The communications system of Nextel used to furnish Authorized Services.
- (y) POT (Point of Termination) - The point of demarcation at which CBT's responsibility for the provision of its service ends.
- (z) Type S Interface - (SS7 Common Channel Signaling Arrangement) - The Type S (Signaling) interface is a physical SS7 signaling link connection between Nextel's network and a CBT network. The 'S' in Type S indicates that signaling information is passed via this interface. The Type S interface is used to exchange SS7 ISDNUP and SS7 TCAP messages to support the applications to be provided between networks.

- (aa) Type 1 Interface - The POT of a trunk between Nextel's System and a CBT end-office switching system where Nextel connects to other end-offices and other carriers.
- (bb) Type 2A Interface - The POT of a trunk between Nextel's System and a CBT's Local Tandem or Access Tandem switch. Through this interface, Nextel can connect to CBT end-offices or to other carriers interconnected through the tandem.
- (cc) Type 2B Interface - The POT of a trunk between Nextel's System and a CBT end-office switching system where Nextel connects to Directory Numbers served by that end-office. A Type 2B interface may be used in conjunction with the Type 2A interface on a high-usage alternate routing basis to serve high-volume traffic between the MTSO and CBT end-office.
- (dd) Type 2C interface - The POT of a trunk between Nextel's System and a CBT end-office switching system where carrier connects to other end-offices and other carriers.
- (ee) Type 2D Interface - The POT of a trunk between Nextel's System and a CBT Operators Services System (OSS) Switch. A LEC OSS switch is a tandem switch with operator services call processing capabilities. LEC OSSs provide alternate billing services (e.g., calling card processing), directory assistance services (including Directory Assistance Call Completion) and general assistance services.
- (ff) Transit Traffic - Traffic between Nextel and another LEC or CMRS Provider which utilizes a portion of CBT's network for transport and is not terminated on the CBT's network for which the CBT is entitled to

compensation from the Party, LEC or CMRS Provider, whose end user customer originates the call.

2. INTERCHANGE OF TRAFFIC

- (a) At Nextel's request, CBT and Nextel will physically connect their facilities and interchange traffic, M/L and/or L/M, in connection with Nextel's Authorized Services. Such interconnection shall be in accordance with the service, operating and facility arrangements set forth hereinafter.
  
- (b) Interchanged traffic shall be handled only over the Interface Types provided, pursuant to this Agreement, except in the case of an emergency, when traffic cannot be interchanged over the interface types, channels or other equipment provided by CBT pursuant to this Agreement because of failure of or damage to such interface types, channels or other equipment. Upon such failure or damage, CBT agrees to make its best efforts to repair such interface types, channels or other equipment for the interchange of traffic. CBT also agrees to provide alternate equipment and/or routing, whenever possible, equivalent to that provided for any interconnecting communications carrier, for which no additional charge will be due from Nextel that will allow for the temporary interchange of traffic between Nextel's System and CBT's System until the equipment provided pursuant to this Agreement is repaired by CBT.
  
- (c) Where the state franchised area or state authorization of Nextel differs, or is modified after the effective date of this Agreement so as to differ from

its MTA, the terms and conditions of interconnection may be modified to recognize the extent of such modification.

3. FACILITIES AND ARRANGEMENTS

- (a) Subject to the availability of channels, interface types, arrangements and the reasonable requirements of CBT for its telecommunications services, CBT will provide to Nextel, upon request, those channels, interface types and arrangements described herein which Nextel and CBT cooperatively determine are necessary to establish the physical connection and interchange of traffic provided for herein and other facilities as Nextel may require for operation of its System. The maintenance, operating criteria and testing procedures pertinent to the channels, interface types and arrangements provided for use in connection with Nextel's System are set forth in Attachments I and III hereto. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.
  
- (b) Nextel can order a Type 2A interface to CBT's Local Tandem or Access Tandem.
  - (1) With Type 2A IntraLATA interconnection, Nextel is able to establish connections through CBT's facilities from and to prefixes (NXXs) in all CBT end offices within the LATA. Nextel may be able to utilize CBT's network for transit traffic to a third Party if both the Nextel and the third Party have established trunk connections with CBT's Tandem Switch.

- (2) A separate Type 2A trunk group must be provided to CBT's Access Tandem for use in the transporting of calls to and from Nextel's System and Interexchange Carrier's (IC's) Switched Access FGB and FGD services at the Access Tandem.
  - (3) When SS7 signaling is available, Nextel may establish SS7 signaling link connections directly to the CBT or virtual connectivity via a SS7 hub provider. Parties agree to exchange SS7 ISDNUP and SS7 TCAP messages. When the STP pairs of each Party are directly interconnected, each Party shall charge the other Party mutual and reciprocal rates for CCS Signaling as follows: Cincinnati Bell shall charge Nextel in accordance with applicable tariffs; Nextel shall charge Cincinnati Bell rates equal to the rates charged by Cincinnati Bell. When carrier establishes SS7 interconnection using A-links from its MTSO CBT shall charge carrier in accordance with applicable tariffs; Nextel shall not charge CBT for this type of SS7 interconnection.
  - (4) A Type 1 trunk group and/or Type 2C and Type 2D will continue to be required for mobile-originated calls to Directory Assistance (411), 611, 700, 800, 900, 911, 950 and operator-assisted calls (O±).
- (c) Central office arrangements and telephone numbers (serving exchange access lines) provided by CBT for Nextel's use with the Type 1 interface shall be assigned by CBT and may be changed to meet the reasonably necessary operating and service requirements of CBT. CBT will provide

Type 2A and Type 2B interfaces, in addition to, or in lieu of a Type 1 interface, at Nextel's option. Nextel may interconnect with CBT's network via Type 2A or Type 2B interfaces. The network configuration will be mutually negotiated and agreed upon by both CBT and Nextel. Nextel may at its discretion participate with CBT in the design of the interconnection network to optimize access to or from Nextel's System and the points of interconnection.

- (1) When Nextel chooses a Type 1 interface, Nextel shall be provided telephone numbers in incremental blocks of one hundred (100) each; but CBT and Nextel may agree to the provision of numbers in lesser or greater quantities. Nextel shall furnish CBT its number requirements for planning purposes in advance of their assignment for use by CBT in order to ensure number availability. Within the number blocks assigned, under subparagraph 3(b)(1) preceding, the assignment and use of such numbers of Nextel to its subscribers for its Authorized Services shall be the responsibility of Nextel subject to coordination with CBT for efficient operation with CBT's System.
- (2) Central office prefixes used with telephone numbers furnished to Nextel for a Type 1 interface in accordance with subparagraph 3(b)(2) above may be used by CBT in providing its subscriber services and for other purposes, but not for assignment to other carriers.

- (3) CBT will provide to Nextel a full Central Office Prefix (NXX) consistent with established industry guidelines, for use with the Type 2A and Type 2B interfaces. The administration of the NXX, once assigned, shall be the responsibility of Nextel. Nextel and CBT agree to abide by all code conservation policies to which local exchange carriers are subject, as prescribed by the FCC.
  
- (4) For Type 1 arrangements, where changes are to be made to numbers in service or not yet placed in service, CBT shall give Nextel advance notice in writing, not less than three-hundred and sixty (360) days for in-service numbers or sixty (60) days for numbers not yet in service, and will coordinate such changes with Nextel.
  
- (d) CBT and Nextel will cooperate in the development of any specialized telecommunications channels or arrangements reasonably required for the physical connection and interchange of traffic provided hereunder.

4. USE OF FACILITIES AND SERVICES

- (a) The interface types provided hereunder shall be used only for the handling of interchanged traffic, M/L or L/M, in connection with Nextel's Authorized Services. Such circuits may, however, be used occasionally or incidentally for M/L calls concerning administrative matters related to Nextel's Authorized Services.

- (b) Interface types, channels or arrangements provided pursuant to this Agreement shall not be used, switched or otherwise connected together by Nextel for other than the provision of Authorized Services.
- (c) Connecting channels, interface types and arrangements provided to Nextel by CBT shall not be used knowingly for any purpose or in any manner, directly or indirectly, in violation of law or in the undertaking of an unlawful act.

5. CHARGES FOR FACILITIES AND ARRANGEMENTS

- (a) The channels, interface types and arrangements that may be provided by CBT to Nextel pursuant to this Agreement, and all charges therefore, are set forth hereinafter in Attachment II.
- (b) Where the agreed charges for channels, interface types and arrangements furnished to Nextel pursuant to this Agreement are listed in Attachment II as equivalent or otherwise related to the rates and charges for channels, interface types and arrangements offered by CBT to its subscribers under tariff, the respective charges set forth in Attachment II shall be deemed amended to conform to any changes that may hereafter occur in regard to the tariff rates for such equivalent facilities and arrangements. When such changes in tariff rates are filed with the appropriate regulatory agency, CBT agrees to notify Nextel in writing within ten (10) days from the day on which such changes are filed. When such tariff changes become effective, CBT will notify Nextel in writing that the charges set forth in Attachment II are changed to conform to the change in tariff rates, which change in the charges hereunder shall be effective as of the date of the

change in tariff rates and, with regards any sums overpaid by Nextel, Nextel shall thereafter be entitled to offset such sums from future payments. Failure to provide this or any other notice under this paragraph shall not in any manner affect the validity of such charges or give rise to a cause of action by Nextel for damages.

- (c) Rates and charges for billing and collection as it pertains to calling party pays may be negotiated between CBT and Nextel if they so desire, or if required by any regulation(s) by any regulatory agency having jurisdiction over either party.
- (d) The charges to subscribers of CBT and of Nextel for an interchanged call shall be determined as set forth in this paragraph unless otherwise expressly agreed by the parties, and shall be set forth in their respective tariffs or list of current retail prices applicable to the type of traffic interchanged. The total charge for an interchanged call under Billing Option 1 shall include CBT's charge for its portion of the service plus Nextel's charge for its portion of the service. Except as provided in Paragraph 5(e) following, neither CBT nor Nextel may impose charges other than those for channels, interface types and arrangements billed under the rates and charges set forth in Attachment II upon the other in connection with interchanged calls provided hereunder.
- (e) The charges for any message toll telephone service, under the Type 1 arrangement, shall be the charges set forth in CBT's applicable message toll tariff between the call's originating and terminating end offices on CBT's System, i.e., between the serving wire centers of the MTSO and

CBT's subscriber. All such messages will be rated in accordance with the usual V and H coordinates scheme.

- (i) For messages billable to stations on CBT's System or to CBT's subscribers (i.e., sent-paid from CBT stations or placed on a received-collect or CBT credit card basis to CBT stations), CBT shall bill and collect from its subscriber its charges for its portion of the service, when applicable.
  - (ii) For messages sent-paid from stations on Nextel's System or placed on a received-collect basis to such stations, CBT shall bill Nextel for CBT's charges for its portion of the service and Nextel will pay such charges without allowance for uncollectibles.
- (f) Type 2 will be available to Nextel through the billing options listed in subparagraphs 5(f)(1) and (2) following, which Nextel will from time to time select at its option. The charges for these options appear in Attachment II.
- (1) Billing Option 1  
Subject to regulatory approval, Nextel will pay only for M/L calls within the MTA under the appropriate rate elements identified in Attachment II. CBT shall be responsible for billing and collecting from its customers for charges incurred for use of CBT's and Nextel's systems when placing a call to a mobile subscriber (L/M). CBT shall charge its customers under the Nextel's applicable list of current retail prices, and remit to Nextel the CMRS airtime charges collected less the charge per conversation minute, as identified in Attachment II. Only direct-dialed intraLATA COA calls to CMRS

telephones will be charged the CMRS airtime charge. CMRS airtime charges will not be applied (over and above the normal CBT tariffed rate) to coin sent-paid calls, WATS, operator-handled calls, calling card calls, and other local exchange carrier or IC-originated calls until CBT's equipment and procedures can be adjusted to accomplish billing and collection for airtime in connection with these services and regulatory approvals are received. L/M calls will be preceded by the toll-identifier "1+" to alert the landline subscriber of a billable CMRS airtime charge situation. CBT and Nextel will cooperate in notifying the subscribers of both of them regarding billing for CMRS airtime using both traditional CBT (e.g., bill inserts) methods and other customer-notification procedures, such as CMRS retail sales materials.

(2) Billing Option 2

Nextel pays for all M/L calls within the MTA and CBT pays for all L/M calls originating in the COA under the appropriate rate elements as identified in Attachment II.

- (g) M/L calls to certain information services will be rated under the CBT's General Exchange Tariffs, e.g., 411 Service.

6. TERMS FOR PAYMENT OF CHARGES

- (a) Nextel and CBT agree to pay to each other all charges due each other as specified in Attachment II within thirty (30) days of the statement rendered for those charges.
  
- (b) All flat rate monthly charges shall be billed by CBT and Nextel in advance, except charges due for the initial month, or a portion of the initial month, during which new items are provided, will be included in the next bill rendered.
  
- (c) Nextel and CBT shall monthly account to each other and settle for the charges incurred by their respective customers for use of the other party's system. Included in CBT's statement to Nextel will be an itemized statement of charges payable to CBT by Nextel. Included in Nextel's statement to CBT will be an itemized statement of charges payable to Nextel by CBT. Not later than the 20th day of each month, the parties shall deliver to each other an accounting of the charges in accordance with Attachment II that the other party's customers incurred during the preceding billing month for use of its system. Unless otherwise mutually agreed, the charges incurred by each Party shall be totaled and set-off against each other, and the Party who incurred the greater aggregate charges for using the other Party's system during the preceding month will remit the net difference between such aggregate charges to the other Party no later than 30 days after receipt of the accounting of the charges. All such settlements and accountings shall be based on the charges incurred by each party and each party shall bear the risk and burden of collecting from its own customers.

- (d) Necessary timing and ticketing of CBT's portion of interchanged calls shall be performed by CBT for Type 1 traffic.
- (e) A summary report (bill) of network usage will be prepared monthly by each Party for the other Party. Additionally, CMRS airtime usage of CBT subscribers will be reported under Billing Option 1. The entries will be total messages and total usage charges. Message detail will be furnished to Nextel by CBT for one year at no charge. Thereafter, message detail can be furnished to Nextel by CBT upon request at a charge agreed to by both parties.
- (f) Upon termination of this Agreement, the monthly charges payable under the Agreement shall be prorated to the date of termination. In the event this Agreement is terminated by CBT prior to Nextel initiating service to the public because of Nextel's violation of this Agreement, or Nextel cancels an order for a channel, interface type or an arrangement prior to placing it in service, and CBT has incurred costs in connection with the channel, interface type or arrangements to be provided, Nextel shall reimburse CBT the direct and reasonable costs, less net salvage, actually incurred by CBT.
- (g) For the purpose of Paragraph 5(f) preceding, the term "costs" shall include the nonrecoverable cost of equipment and material ordered, plus the nonrecoverable cost of installation and removal including the cost of engineering, labor, supervision, transportation, rights-of-way and other associated costs.

7. TESTING

CBT and Nextel each may make reasonable tests and inspections of the channels, interface types and arrangements and may, upon notice to and coordination with the other, temporarily interrupt the channels, interface types and arrangements being tested or inspected. When cooperative testing is requested by either party, such testing shall be done in accordance with Attachment III unless other arrangements are agreed to by the parties.

8. TROUBLE REPORTING

Subscribers of each Party shall be instructed to report all cases of trouble to that Party. Each Party shall handle trouble reporting and advise the other Party, after thorough investigation, in accordance with the procedures established in Attachment III. Each Party shall be provided with a telephone number to which it can call twenty-four (24) hours a day, seven (7) days a week in order to report and receive resolution of trouble reports.

9. EQUIPMENT SPACE AND POWER

If Nextel leases transport from CBT to interconnect the Parties, Nextel shall furnish or arrange to have furnished to CBT, at no charge, equipment space and electrical power required by CBT to provide facilities under this Agreement (This arrangement does not contemplate collocation). The selection of AC or DC power shall be mutually agreed to by Nextel and CBT. Upon request, Nextel shall also make necessary arrangements in order that CBT and its agents will have access to such equipment space at reasonable times for installing, inspecting, testing, repairing or removing its channels, interface types or arrangements. Nextel may, at its option, require that carrier or its agent or representative be

present at all such times. The Parties will work together to make these decisions concerning access to space and power.

10. MAINTENANCE OF SERVICE CHARGE

Maintenance of service charges may be imposed by either party if applied in accordance with Attachment IV.

11. LIABILITY AND INDEMNITY

- (a) (1) Neither party assumes any liability for any act or omission of the other in the furnishing of its service to its subscribers solely by virtue of entering into this Agreement.
  
- (2) The performance of either party under this Agreement shall be excused if interrupted by extreme and irreconcilable labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond their reasonable control, subject to the interruption allowance provisions of Paragraph 13 following; provided, however, that the excused party act immediately to resolve the interruption as soon as possible and resume performance immediately thereafter, and further provided that the contingent obligations of the other party be excused so long as the interruption continues.
  
- (b) (1) The liability of CBT for damages arising out of delays in maintenance or restoration of channels, interface types or arrangements or out of mistakes, omissions, interruptions, errors or defects in transmission occurring in the course of providing such

channels, interface types or arrangements shall in no event exceed the amount of allowance, if any, available under Paragraph 13 following.

- (2) CBT shall reimburse Nextel for damages to premises or equipment of Nextel resulting from the provision of channels, interface types or arrangements by CBT on such premises or resulting from the installation or removal thereof if caused, in whole or in part, by the negligence or willful misconduct of CBT or its agents.
- (c)
    - (1) Nextel shall reimburse CBT for damages to channels, interface types, or arrangements of CBT provided under this Agreement if such damage is caused, in whole or in part, by the negligence or willful misconduct of Nextel and is caused by the malfunction of any facilities or equipment provided from a source other than CBT. CBT will, upon reimbursement for such damages, cooperate with Nextel in Nextel's prosecution of a claim against the person(s), if any, contributing to such damage. Nextel, to the extent of any recovery, will be subrogated to the CBT's right of recovery for the damages to extent of such payment.
    - (2) Nextel shall reimburse CBT for any loss through theft of CBT channels, interface types, arrangements or equipment provided by CBT under this Agreement on Nextel's premises.
  - (d) The parties shall cooperate with each other in the defense of any suit, claim or demand by third persons against either or both of them arising out

of the connection agreements and interchange of traffic hereunder including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications.

- (e) Neither party shall be required to reimburse the other for any claim or loss pursuant to this paragraph where the amount in controversy is less than one hundred (100) dollars.

12. PATENTS

- (a) With respect to claims of patent infringement made by third persons, Nextel shall defend, indemnify, protect and save harmless CBT from and against all claims arising out of the combining with or use in connection with, the channels, interface types, or arrangements furnished under this Agreement, of any circuit, apparatus, system or method provided by Nextel or its subscribers.
- (b) With respect to claims of patent infringement made by third persons, CBT will defend, indemnify, protect and save harmless Nextel from and against all claims arising out of Nextel's use of channels, interface types or arrangements furnished by CBT under this Agreement.
- (c) Neither party grants to the other any license under patents nor shall any be implied or arise by estoppel in either party's favor with respect to any circuit, apparatus, system or method used by the parties in connection with any channels, interface types, or arrangements furnished under this Agreement.

13. ALLOWANCE FOR INTERRUPTIONS

- (a) When use of the channels, interface types or arrangements furnished by CBT in accordance with this Agreement is interrupted due to trouble in such channels, interface types or arrangements, and such interruption is not caused by the negligence of Nextel or its subscriber, or the fault of facilities or equipment provided by Nextel or its subscriber, Nextel shall, upon request, be allowed a credit as follows:
  - (i) The amount of credit to Nextel shall be an amount equal to the pro rata monthly charge, specified in Attachment II, for the period during which the channel, interface type or arrangement affected by the interruption is out of service.
  - (ii) All credit for interruption shall begin from the time of actual notice by Nextel to CBT, in accordance with Paragraph 8 preceding, that an interruption of use has occurred. No credit shall be allowed for an amount of less than five (5) dollars.
- (b) A credit shall not be applicable for any period during which Nextel fails to afford access to the facilities furnished by CBT for the purpose of investigating and clearing troubles.
- (c) The date when the channels, interface types or arrangements furnished under this Agreement shall be placed into service shall be mutually agreed upon by the parties to this Agreement. If CBT fails to establish service by such date, CBT shall provide to Nextel a credit of 1/30 of the monthly

charge for the facilities whose installation was delayed for each day of the delay in service establishment of such facilities.

14. TECHNICAL SPECIFICATIONS

Subject to any special arrangements pursuant to Paragraph 3(d) preceding, the design, installation, operation and maintenance of all circuits, equipment and other facilities of Nextel and CBT, used in handling interchanged traffic under this Agreement, shall be made in accordance with Bell Communications Research Technical Reference PUB 43303; Bell Communications Research list "Notes on the BOC Intra-LATA Network; Compatibility Information for Interconnection of a Wireless Services Provider and a Local Exchange Carrier Network, GR-145-CORE; and such other documents as may from time to time be referenced or amended.

15. PROTECTION

(a) The characteristics and methods of operation of any channels, interface types, arrangements or equipment of one party connected with the services, channels, interface types, arrangements or equipment of the other party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other party, its affiliated companies, or any connecting and concurring carriers involved in the provision of telecommunications services, cause damage to plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.

(b) If such characteristics or methods of operation of Nextel's facilities are not in accordance with Paragraph 15(a) preceding, CBT will, where

practicable, notify Nextel that temporary discontinuance of the use of any circuit, facility or equipment may be required; however, when prior notice is not practicable, nothing contained herein shall be deemed to preclude CBT from temporarily discontinuing forthwith the use of a channel, interface type or arrangement if such action is reasonable under the circumstances and made in good faith. In case of such temporary discontinuance Nextel will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance allowance for interruption of service as set forth in Paragraph 13 preceding is not applicable.

- (c) (1) The physical connection of channels, interface types or arrangements hereunder may be temporarily discontinued by CBT upon thirty (30) days notice to Nextel from repeated or willful violation of or a refusal to comply with this paragraph and Paragraphs 2(b) and 4 preceding.
- (2) Whenever CBT discontinues service pursuant to this paragraph, it will notify the Federal Communications Commission and the appropriate state regulatory body concurrently with the notice to Nextel of the prospective discontinuance for cause.

16. RECORDS

Each party will keep adequate records of its operations and transactions under this Agreement and shall upon thirty (30) days notice furnish to the other party such information as may be reasonably required for the administration of this

Agreement. Parties will not submit requests to audit records more frequently than one (1) time per calendar year.

17. CONFIDENTIAL INFORMATION

- (a) The parties recognize that each will develop and own information during the time of this Agreement that the other party will wish to keep confidential. In addition, the parties will exchange information that the tendering party will wish to keep confidential.
  
- (b) In recognition of the fact that Nextel is engaged in a competitive activity, including competition with CBT's cellular affiliate, CBT agrees to treat as confidential all proprietary, non-public information obtained from Nextel, including, but not limited to, the systems engineering, traffic, phone number utilization and any and all technical data, business records, correspondence, cost data, customer lists, estimates of any kind, market surveys, trade secrets and other trade information or any information that Nextel designates as confidential (collectively referred to as "Information"). CBT shall keep, file and store such Information, together with any notes or other materials incorporating or relating to the Information, in a manner consistent with its confidential nature and this section 17.
  
- (c) Nextel likewise covenants to treat as confidential all information provided by CBT that CBT designates as proprietary, including, but not limited to, the categories of Information listed above, and shall keep, file and store such information together with any notes or other materials incorporating

or relating to the Information in a manner consistent with its confidential nature and this section 17.

- (d) Notwithstanding the foregoing, nothing shall be construed in this Agreement as permitting CBT to disclose directly or indirectly any of this Information to any other communications company, or its officers, employees, or agents.
- (e) The party that has developed or received Information shall disclose Information only to its officers, employees, contractors or agents who have a need for it in connection with the administration and implementation of this Agreement, unless otherwise agreed upon in writing signed by the disclosing party.
- (f) Each party agrees to give notice to the other party of any demands under lawful process to disclose or provide Information received from the other prior to disclosing or furnishing such Information and agrees to cooperate in seeking reasonable protective arrangements requested by the other party. In the event that the receiving party is requested to disclose or provide Information of the disclosing party by a government agency, other than by lawful order, the receiving party may disclose or provide Information of the disclosing party requested by the government agency provided that the receiving party notifies the disclosing party in writing of the request and receives from the disclosing party either a written assent to disclosure of the Information or the written assent of the disclosing party conditioned upon the receiving party's ability to obtain protective

arrangements satisfactory to the disclosing party. Disclosing party may not unreasonably withhold approval of the protective arrangements.

- (g) Information shall not be deemed confidential and the receiving party shall have no obligation thereto where the information (i) is or becomes publicly known through no wrongful act, fault or negligence of the receiving party; (ii) was know by the receiving party prior to disclosure, or was independently developed, as evidenced by prior documentation or other tangible evidence thereof; (iii) was disclosed by a third party not in violation of any confidentiality or other agreement; (iv) is approved for release by written authorization of the disclosing party; or (v) is required to be disclosed according to the guidelines set forth in Section 17 (f), above.

18. TERM AND TERMINATION

- (a) Except as provided in subparagraphs (b) through (i) hereinafter (whereby termination may occur earlier), the initial term of this Agreement shall be two (2) years, which shall commence on the Effective Date. Either Nextel or CBT, in its sole discretion, may terminate this Agreement effective at any time after the initial term by providing notice in writing at least sixty (60) days prior to the stated effective date of such notice. Absent such termination, this Agreement shall automatically remain in full force and effect after the expiration of the Term. If either party gives notice of termination, within ten (10) days thereafter the other Party may request to renegotiate the Agreement. In such a case, this Agreement shall continue in full force and effect until such time as a successor agreement is reached between the Parties. If the parties fail to agree on revised rates, fees and charges within sixty (60) days, either party may seek arbitration of the

same at the Commission. Once new rates, fees and charges are established, whether by agreement or by arbitration, the Parties shall true-up compensation retroactive to the effective termination date that was specified in the termination notice.

- (b) The date when the channels, interface types or arrangements furnished under this Agreement shall be placed into service shall be mutually agreed upon by the parties hereto. If service is not established by such date Nextel may terminate this Agreement on thirty (30) days notice; provided, however, if Nextel does not terminate this Agreement, it shall be entitled to the relief provided by Paragraph 13(c) above.
- (c) If Nextel ceases to engage in the business of providing public telecommunications service for reasons other than those stated in Paragraphs 18(c), 18(d), and 22, below, either party may terminate this Agreement upon one (1) month's notice to the other; subject, however, to payment for channels, interface types or arrangements provided or for costs incurred, as set forth in Paragraph 5 preceding. When feasible, CBT will consult with Nextel prior to giving notice of termination for the reasons set out in this paragraph.
- (d) This Agreement shall immediately terminate upon the revocation or termination by other means of Nextel's authority to provide Authorized Services. Notwithstanding such termination, CBT shall notify Nextel, as set forth in Paragraph 21 following, not less than ten (10) days prior to discontinuing the connection arrangements provided hereunder. At such

time, CBT will also notify the Federal Communications Commission and the appropriate state regulatory body of the prospective discontinuance.

- (e) This Agreement may be terminated by CBT upon not less than thirty (30) days notice to Nextel, as set forth in Paragraph 21 following, for Nextel's failure to pay CBT on the dates or at the times herein specified for the facilities and services furnished pursuant to this Agreement and, provided further that:
  - (i) CBT will notify the Federal Communications Commission and the appropriate state regulatory body concurrently with the notice to Nextel of the prospective termination for nonpayment; and
  - (ii) If a dispute arises between the parties as to the proper charges for the channels, interface types or arrangements furnished hereunder, or any other financial arrangements, the parties agree to enter into good faith negotiations to resolve the dispute. If the Parties are unable to resolve the issues related to the disputed amount in the normal course of business within ninety (90) days after delivery to the Billing Party of notice of the disputed amounts, each of the Parties shall appoint a designated representative that has authority to settle the dispute. If the Parties are unable to resolve issues related to disputed amounts within forty-five (45) days after the Parties' appointment of designated representatives and the disputed amount cumulatively amounts to \$ 100,000 or more, 50% of the disputed amount will be paid into an interest bearing escrow account with a third party escrow agent mutually agreed upon by

the Parties. The Commission or a court of competent jurisdiction may direct release of any or all funds (including accrued interest) in the escrow account and payment of any remaining balance, plus applicable late fees, to be paid to either Party. If the dispute remains unresolved after the 45-day escalation period, either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity.

The failure to pay an amount in dispute shall not constitute cause for termination of this Agreement under this subparagraph and the presence of such dispute shall not be deemed cause for CBT to refuse to furnish additional facilities or arrangements upon reasonable request of Nextel.

- (f) This Agreement may be terminated by Nextel upon not less than thirty (30) days notice to CBT as set forth in Paragraph 21 following, for CBT's failure to pay Nextel on the dates or at the times herein specified for the facilities and services furnished pursuant to this Agreement. In the alternative, Nextel may withhold and offset against future amounts due any amounts owed the CBT to the extent of amounts unpaid by CBT to Nextel until such time as CBT makes payment. This remedy for Nextel does not apply if CBT's non-payment is the result of a dispute, whose resolution is addressed in subparagraph 18(e)(ii), above.
  
- (g) Notwithstanding any other provisions of this Agreement, this Agreement may be terminated for failure of a party to comply with any provision of this Agreement immediately after written notice of such failure is made by

the other party and the non-complying party is provided thirty (30) days within which to cure such non-compliance, or at any time as mutually agreed by the parties.

- (h) Except when Nextel terminates this Agreement for CBT's violation of the terms of this Agreement or when either Party terminates this Agreement without cause, in any other case of termination under this paragraph, payment for channels, interface types or arrangements provided or for costs incurred as set forth in Paragraph 5 preceding shall become due.
- (i) CBT and Nextel agree that this Agreement represents mutually beneficial and acceptable connection and interchange of traffic arrangements. The parties agree that if, however, at any time during the term of the Agreement any provisions of the Agreement are found unlawful, are modified, or require review because of actions by the Federal Communications Commission, the Public Utilities Commission of Ohio, the Public Service Commission of Kentucky or a court having suitable jurisdiction, or if the Commission or the FCC rejects any portion of this Agreement, then either CBT or Nextel may on ten (10) days notice terminate this Agreement and the Parties agree to meet and renegotiate in good faith to arrive at a mutually acceptable modification of the Agreement.

The Parties acknowledge that nothing in this Agreement shall limit a Party's ability to assert public policy issues relating to the Act, including, but not limited to, challenging the validity of any portion of the Act or any FCC or Commission rule, order, Guideline or other determination made

pursuant to the Act, or limit the application by CBT for suspension or modification of portions of the Act or rules thereunder pursuant to Section 251(f)(2) of the Act. In the event any portion of the Act or an FCC or Commission rule, order or Guideline is determined by a court to be unlawful or is withdrawn by the FCC or the Commission ("Vacated Requirement"), the Parties agree that either Party may, in good faith, notify the other Party that such Vacated Requirement had a material effect on its willingness to accept the terms of this Agreement as written. The Parties agree to renegotiate the terms of this Agreement insofar as they were affected by the Vacated Requirement within 60 days after such notice. If the parties have not reached agreement within such 60 days, those provisions which were the subject of the notice shall be suspended until an agreement is reached.

In the event CBT obtains a suspension or modification of any portion of the Act or rules thereunder pursuant to Section 251(f)(2) of the Act, the terms of this Agreement shall automatically be modified in accordance with the terms of such suspension or modification and the Parties agree to negotiate as necessary in order to clarify the application of such suspension or modification to the terms of this Agreement.

19. NO WAIVER

The failure of either party to insist upon performance of any of the terms and conditions of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment of any such terms, covenants, and conditions, but the same shall be and remain in full force and effect.

20. ATTACHMENTS

Subject to the provisions of Paragraph 5(b) preceding, new or revised Attachments may from time to time be substituted, by written agreement of the parties, for the currently effective Attachments, superseding and canceling those then in effect. Such attachments will be submitted to the Public Utilities Commission of Ohio in Case No. 97-1264-TP-NAG for review.

21. NOTICE

Notices under this Agreement (other than trouble reports and notice of interruption pursuant to Paragraphs 8 and 13(b) preceding) may be given by posting by certified mail to Nextel, return receipt requested, addressed as follows:

Manager - Carrier Relations  
Nextel West  
1768 Old Meadow Lane  
McClean, Virginia 22102

and to CBT, addressed as follows:

Vice President - Regulatory Affairs  
Cincinnati Bell Telephone Company  
201 E. 4th St., Rm. 102-910  
Cincinnati, Ohio 45201

With a copy to:

Senior Vice President and General Counsel  
Cincinnati Bell Telephone Company  
201 E. 4th St., Rm. 102-620  
Cincinnati, Ohio 45201

22. ASSIGNMENT

Neither this Agreement nor any interest of Nextel hereunder, nor the use of any of the facilities furnished by CBT hereunder, may be assigned or in any manner transferred by Nextel without (i) the consent of CBT, which consent shall not be

unreasonably withheld, provided, however, that company's consent is not required for assignment to any legal entity which is a subsidiary of Nextel and provided that Nextel provide written notice to CBT, and (ii) the approval of the Public Utilities Commission of Ohio and the Public Service Commission of Kentucky, as applicable.

23. CHANGES AND MODIFICATIONS

- (a) Except as otherwise provided in subparagraph 3(d)(1) regarding NXX(s), if CBT or Nextel proposes to make any permanent changes in the arrangements provided for in this Agreement or any permanent change in its operations which would affect the opposite party's operations or services once the facilities, arrangements, apparatus, equipment or any other item furnished by either party to the other under this Agreement are installed, that party shall give notice to the other at least one hundred twenty (120) days in advance of any such changes advising when such changes will be made, except in emergency situations when the parties shall reasonably agree on a shorter notice period. All such changes shall be coordinated between the parties. Where such changes are made for one party's purposes, and where practicable, temporary equipment or facilities shall be provided to the other party by the proposing party at no additional charge.
  
- (b) Subject to the provisions of Paragraph 23(a) preceding, each party shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of either

Party, minimum network protection criteria or operating or maintenance characteristics of the facilities.

- (c) The rates set forth in this Agreement are intended to be interim rates until such time as the Commission approves CBT's Transport and Termination rates. The Parties shall true-up compensation for the Transport and Termination of Local Traffic once the Commission approves CBT's Transport and Termination rates such that each Party shall receive the level of compensation it would have received had the Commission-approved rates been in effect as of the later of (i) the Effective Date of this Agreement or (ii) a date six months prior to the date of such Commission order.

24. PUBLIC UTILITIES COMMISSIONS

Notwithstanding any other provisions in this Agreement, no changes in the Agreement, including changes in Attachments and changes in rates and charges, shall be implemented without the prior approval of the Public Utilities Commission of Ohio and the Public Service Commission of Kentucky, if necessary.

25. EFFECTIVE DATE

This Agreement shall become effective upon its filing with the Public Utilities Commission of Ohio and the Public Service Commission of Kentucky, subject to final consent and approval by the Public Utilities Commission of Ohio and the Public Service Commission of Kentucky.

26. CANCELLATION OF PRIOR AGREEMENT

Except for any sums due thereunder, this Agreement cancels and supersedes all prior Interconnection and Facility Agreements between the parties.

27. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Ohio and in the event of litigation between the parties, it is agreed that proper venue will be within Ohio.

28. TAXES

The services provided by either Party, as enumerated within this Agreement, shall be used exclusively in the rendering of a communication service pursuant to Section 4251 of the Internal Revenue Code. Both Parties shall be responsible for charging and subsequent payment of appropriate taxes, levied upon them, from their respective customers. To the extent either party qualifies for a full or partial exemption from any taxes charged by the other Party, appropriate documentation shall be provided, as requested.

29. NETWORK MANAGEMENT

The Parties will work cooperatively to install and maintain a reliable network. Nextel and CBT will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion. Each party will employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other or any third parties connected with the network of the other.

30. NETWORK SERVICING

The standard interval used for the provisioning of Type 1 and Type 2 trunk groups shall be as follows:

<u>Number of End Office Trunks Per Order</u>	<u>Interval</u>
1-48	10 Business Days
49-96	10 Business Days
97 +	Negotiated
New Trunk Groups to Tandem(s)	Negotiated

Trunk groups will be engineered and maintained at the following Blocking Standards:

<u>Traffic Type</u>	<u>Measurement</u>
Exchange Access Final Trunk Group Traffic via Tandems	2% (.005)
All Other Final Trunk Group Traffic	1% (0.01)

31. NETWORK PLANNING

The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over 2-way trunk groups. The Parties shall exchange forecasts of their interconnection and traffic requirements quarterly, and in sufficient detail necessary to establish the interconnections required to assure traffic completion.

32. EQUAL TREATMENT

If CBT enters into an agreement (the "Other Agreement") approved by the Commission pursuant to Section 252 of the Act which provides for the provision of a Reciprocal Compensation arrangement covered in this Agreement to another requesting Telecommunications Carrier, Nextel may elect to adopt all of the same

rates, terms and conditions as those provided in the Other Agreement in its entirety.

Upon Nextel's election to adopt the provisions of the Other Agreement, the Parties shall amend this Agreement to reflect such terms effective as of CBT's receipt of notice specifying such election. Notwithstanding the foregoing, Nextel may not avail itself of any of the arrangement in the Other Agreements if CBT demonstrates that (1) it would incur greater cost to provide such arrangement to Nextel than CBT incurred to provide such arrangement to the Telecommunications Carrier that is party to the Other Agreement, or (2) the provisions of the arrangement are not technically feasible.

If CBT will not make available to Nextel and interconnection arrangement, in its entirety, upon the same rates, terms, and conditions as those provided in the Other Agreement, CBT shall provide Nextel a written reply thirty (30) days after CBT's receipt of Nextel's request to adopt the Other Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf on the date first set forth above.

Cincinnati Bell Telephone Company

By: \_\_\_\_\_  
Vice President - Regulatory Affairs

Nextel West

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

Attachment I

to

INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

between

Cincinnati Bell Telephone Co.

and

Nextel West

Effective

\* \* \* \*

Intercept and Acknowledgment of Calls by Nextel

- (1) Nextel shall provide a voice intercept announcement or distinctive tone signals to the calling party when a call is directed to a number that is not assigned.
- (2) When Nextel's System is not able to complete calls because of a malfunction in the terminal or other equipment, Nextel shall either divert the call to its operator, or provide a recorded announcement to the calling party advising that the call cannot be completed.
- (3) Nextel shall provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard telephone industry practices.
- (4) Nextel shall provide a voice intercept announcement to the calling party when a call from CBT's System is directed to a number that is unable to respond.

Attachment II

to

INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

between

Cincinnati Bell Telephone Company

and

Nextel West

Effective

Facilities, Services and Charges

\* \* \* \*

I. Description and Application of Rates and Charges

There are three types of charges that may apply to CBT and Nextel. These are monthly recurring rates, usage rates and nonrecurring charges.

(A) Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days. Monthly rates apply to the CMRS Dedicated Trunk (CDT) rate element for both Type 2A service and Type 2B service. When CDTs are used for two-way traffic the cost of such facility shall be equitably shared by Nextel and CBT. (e.g., If the traffic volume is 60% Nextel and 40% CBT, the Nextel shall pay 60% of the rates in this Attachment for the (CDT.)

(B) Usage Rates

Usage rates are rates that apply only when a specific rate element is used. These are applied on a per conversation minute basis. Conversation minute charges are accumulated over a monthly period. Usage rates to Nextel apply to the CMRS Local Switching (CLS) rate element for both Type 2A service and Type 2B service, and to the CMRS Common Trunk (CCT) rate element for Type 2A service terminated on the CBT's network. Usage rates to CBT apply to the CMRS Local Switching (CLS) rate element for both Type 2A service and Type 2B

service, and to the CMRS Common Trunk (CCT) rate element for Type 2A service terminated on the Nextel's network.

(C) Nonrecurring Charges

Nonrecurring charges are one-time charges applied to the work activities on the following pages and defined below:

(1) Installation of Services

Nonrecurring charges apply to each service installed by one Party for use by the other Party.

II. Measuring Conversation Minutes

Nextel's traffic terminating on CBT's network will be measured by CBT at end office switches or tandem switches. CBT's traffic terminating on Nextel's network will be measured by Nextel at its MTSO. The conversation time of Type 2 interface traffic is billed to the originating Party.

For L/M calls over Type 2A services, usage measurement begins when Nextel's switch sends answer supervision to the CBT's originating end office. The measurement of L/M call usage ends when the Nextel's switch receives disconnect supervision from either the terminating end user or CBT's originating end office, whichever is recognized first by the Nextel's switch.

For M/L calls over Type 2A and Type 2B service, the measurement of conversation minutes begins when the terminating CBT entry switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered. Measurement of the call usage ends when the CBT's entry switch receives disconnect supervision from either the terminating end user's end office or Nextel's POT, whichever is recognized first by the entry switch.

For M/L traffic, usage rated Type 2A and Type 2B service conversation minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, are then rounded up to the nearest conversation minute for each end office. Access minutes measured for traffic between a Nextel and an Interexchange Carrier (IC) using Type 2A service via CBT's access tandem are not charged to Nextel.

III. Mileage Measurement

The mileage to be used to determine the monthly rate for the CMRS Dedicated Trunk (CDT) rate element of Type 2A and Type 2B services is calculated on the airline distance between the two locations involved, i.e., between Nextel's point of termination and CBT's tandems for Type 2A service, and between Nextel's point of termination and CBT's end office for Type 2B service. The mileage to be used to determine the usage rate for the CMRS Common Trunk (CCT) rate element of Type 2A service is calculated based on the airline distance between CBT's tandem and CBT's end office where the call carried over the CCT originates or terminates.

Mileage is shown in the attachment following in terms of mileage bands. To determine the rate to be billed, first compute the mileage using the V&H coordinates method, then find the band into which the computed mileage falls and apply the rates shown for that band. When the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage band and applying the rates.

IV. Type 2 Interconnect for Mobile to Land (M/L) Calls:

The following rates and charges for Type 2A and Type 2B interfaces are subject to change in accordance with the provisions of paragraph 5(b) of the agreement. For M/L calls where the Nextel pays the CBT for transport and termination of traffic, the following rates apply if the Nextel chooses to purchase facilities from the CBT:

(A) CMRS Dedicated Trunk<sup>1</sup>:

(1) Voice Grade Trunks	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
- Per Trunk (4 Wire)	NONE	\$ 49.60

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<sup>1</sup> Call allowances are not applicable under Type 2 interconnect (e.g. Directory Assistance Service).

Trunk (4 Wire)		
<u>Mileage Band</u>	<u>Fixed Monthly</u>	<u>Per Mile</u>
0	NONE	NONE
Over 0-4	\$58.03	\$ 1.19
Over 4-8	\$58.03	\$ 1.19
Over 8-25	\$58.03	\$ 1.19
Over 25	\$58.03	\$ 1.19

(2) DS1 Facilities	<u>Non-recurring Charge</u>	<u>Monthly Rate</u>	<u>36 Month Rate</u>	<u>60 Month Rate</u>
- Per MercNET 1.5 (24 Trunks)				
Standard Type 2A Access	NONE	\$135.79	\$129.00	\$122.21
FGD IC Access (for Originating and Terminating Traffic)	NONE	135.79	129.00	122.21

DS1 to Voice Multiplexing<sup>2</sup> NONE 285.45

- Mileage Charges Per MercNET 1.5:

<u>Mileage Band</u>	<u>Fixed Monthly</u>	<u>Per Mile</u>
0	NONE	NONE
Over 0-4	\$ 121.75	\$15.13
Over 4-8	121.75	15.13
Over 8-25	121.75	15.13
Over 25	121.75	15.13

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<sup>2</sup> May not be necessary if working in Digital Offices.

(3) DS3 Facilities

- Per MercNET 45 (28 DS1)

	Recurring Charges	<u>Optional Payment Plan</u>	
	<u>Monthly<sup>3</sup> Rate</u>	<u>36 Mo</u>	<u>60 Mo</u>
-MercNET 45			
- 1st CT	\$1,989.32	\$ 1,342.00	\$ 1,111.73
- 2nd CT	1,725.59	887.65	701.95
- 3rd CT and above	1,699.99	869.08	679.67

- All MercNET 45 CT's Nonrecurring Charge, each - NONE

	<u>Nonrecurring</u>	
	None	
DS3 to DS1 Multiplexing <sup>4</sup>		\$678.02
	<u>Fixed Monthly</u>	<u>Per Mile</u>
Mileage Charge Per MercNET 45	\$1,128.29	\$109.09

(B) Type 2 Interconnection for Type 2A M/L Calling:

(1) CMRS Common Trunk:

	<u>Per Mou</u>	<u>Per Mou Per Mile</u>
(Tandem-Switched Transport)		
Tandem-Switched Transmission	\$0.0006	\$0.0001
Tandem-Switching	\$0.0025	

<sup>3</sup> Requires 12 month minimum agreement.

<sup>4</sup> May not be necessary if working in Digital Offices.

(2) <u>CMRS Local Switching:</u>	<u>Per Mou</u>
- Per Conversation Minute	\$0.004

(C) Type 2 Interconnection for Type 2B M/L Calling:

<u>CMRS Local Switching:</u>	<u>Per Mou</u>
- Per Conversation Minute	\$0.004

V. Type 2 Interconnection for Land to Mobile (L/M) Calls:

(A) Calling Party Pays<sup>5</sup> (Billing Option 1):

Compensation whereby CBT's end-user pays for use of both Nextel's and CBT's Type 2 Interconnection networks. Compensation for use of CBT's network to be subtracted from charges to CBT's end-user customer before remittance is made to Nextel, as per Section 5(f) of this agreement. Compensation for use of Nextel's network to be included as part of the charges to the end-user and not billed to the CBT.

Charges for Use of CBT Network:

- Per Conversation Minute	
- Transport (Weighted Avg.)	\$0.0032
- Billing & Collection (per message)	\$0.0653

Charges for Use of Nextel Network:

- Per Conversation Minute	
- CMRS Local Switching	\$0.004

(B) Billing Option 2:

CBT pays Nextel for transport and termination of L/M traffic.

(1) Type 2 Interconnection for Type 2A L/M Calling:

(a) CMRS Common Trunk:

	<u>Per Mou</u>	<u>Per Mile</u>
(Tandem-Switched Transport)		
Tandem-Switched Transmission	\$0.0006	\$0.0001
Tandem-Switching	\$0.0025	

<sup>5</sup> Non-tariffed related item - see Paragraph 5(c) of the Agreement.

(b) CMRS Local Switching: Per Mou  
 - Per Conversation Minute \$0.004

(2) Type 2 Interconnection for Type 2B L/M Calling:

CMRS Local Switching:  
 - Per Conversation Minute \$0.004

VI. For Type 1 Interconnect for M/L Use Only:

(A) Facilities to Connect End Offices with the MTSO - Central Office Connecting Circuits: Access Channel

<u>Rate Element</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
4 Wire Channel Termination-CMRS, each <sup>6</sup>		
- For use with trunk unit	None	\$49.60
<u>Mileage</u>	<u>Fixed</u>	
<u>Band</u>	<u>Monthly</u>	<u>Per Mile</u>
0	None	None
Over 0-4	\$58.03	\$1.19
Over 4-8	58.03	1.19
Over 8-25	58.03	1.19
Over 25	58.03	1.19
	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
Signaling Capability		
- Per point of termination <sup>7</sup>	None	\$8.37

<sup>6</sup> Tariff Reference: F.C.C. No. 35, Section 7

<sup>7</sup> Tariff Reference to F.C.C. No. 35, Section 7.

(B) Facilities to Connect MTSO with the Various Cell Sites - Radio Landlines

These facilities are provided as private line channels. Any required intrastate channels (intraexchange or interexchange) or interstate channels would be provided in accordance with paragraph 5(b) preceding.

(C) For Type 1 Interconnection M/L Calls from Nextel's System:

MEASURED RATE SERVICES<sup>8</sup>

Exchange service is provided on a measured basis, i.e., billed for usage that varies depending upon the number, distance, duration, and time-of-day of originating calls. The usage rates are the same as those for Optional Measured Service as specified below in accordance with paragraph 5(b) preceding. Usage allowance credits are not applicable to this service.

<u>Mileage</u> <u>Tier</u>	<u>Usage Rates</u>		<u>Discount Rates</u> <sup>9</sup>	
	<u>Initial</u>	<u>Add'l</u>	<u>Initial</u>	<u>Add'l</u>
	<u>Min.</u>	<u>Min.</u>	<u>Min.</u>	<u>Min.</u>
1 (0 through 12 miles)	\$.060	\$.020	\$.030	\$.010
2 (13 through 26 miles)	.080	.040	.040	.020
3 (27 miles and over)	.120	.050	.060	.025

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<sup>8</sup> Tariff Reference: Exchange Rate Tariff, Section 1.

<sup>9</sup> A 50% discount applies to:

- (1) Calls originated from 9:00 P.M. to but not including 8:00 A.M., on Monday through Friday.
- (2) Calls originated all day Saturday, Sunday and certain holidays. The holidays are New Year's Day (January 1), Independence Day (July 4), Christmas Day (December 25); and Labor Day and Thanksgiving Day (or their resulting legal holidays).

The appropriate Message Toll Service rates apply for originating calls to landline telephones not within the respective local service area.

(D) Directory Assistance<sup>10</sup>

For Type 2A interconnection mobile-to-land (M/L) calls to Directory Assistance (555-1212) or (411), the Nextel shall pay the CBT and the following rates apply:

	<u>Rate per Call</u>
(1) For call volumes of 10,000 calls or greater billed to carrier in the current one month billing period	\$0.39
(2) For call volumes of less than 10,000 calls billed to carrier in the current one month billing period	\$0.44

VI. Type S Interconnect Service Rates and Charges

The Following rates and charges for Type S interfaces are subject to change in accordance with the provisions of Paragraph 5 (b) of the agreement.

SS7 Common Channel Signaling Arrangement for A-Link Interconnection<sup>11</sup>

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
STP Port Termination - Per Port	NONE	\$889.75
Signaling Link Channel Termination <sup>12</sup>		
- Per MercNET 1.5	NONE	\$135.79
- Per 56 Kbps	NONE	\$ 70.00

<sup>10</sup> Call allowances are not applicable to this Service.

<sup>11</sup> Tariff Reference: FCC No. 35, Section 6.

<sup>12</sup> One Channel Termination applies per Signaling Link.

Channel Mileage<sup>13</sup>

- Per MercNET 1.5		
- Fixed	NONE	\$121.75
- Per Mile	NONE	\$ 15.13
- Per 56 Kbps		
- Fixed	NONE	\$ 58.03
- Per Mile	NONE	\$ .63

VII Directory Listings for Type 1 and 2 CMRS Telephone Numbers

If Nextel's customer requests their assigned CMRS telephone number listed in CBT's alphabetical directory (white pages), Nextel will contact CBT. CBT will bill Nextel the Nonrecurring Charge and Monthly Rate associated with each Listing.

The monthly rate for a regular additional listing begins when the information records are posted. Information records are posted and charging begins when the listing is accepted or when the directory in which it will appear is issued, at the option of Nextel. A CMRS Telephone Number can be listed in the directory if CBT is notified no later than March 1st of each year.

- Regular Additional Listing, each<sup>14</sup>:

	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
CMRS Telephone Number	\$12.37	\$3.00

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<sup>13</sup> Channel Mileage applies between Serving Wire Center and STP, but does not apply when mileage is zero.

<sup>14</sup> Tariff Reference: General Exchange Tariff, Section 6.

Attachment III

to

INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

between

Cincinnati Bell Telephone Company

and

Nextel West

Effective

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Trouble Reporting, Installation and Testing Procedures

- (a) In order to facilitate trouble reporting and to coordinate the repair of private line circuits (e.g., remote transmitter links) provided to Nextel by CBT under this Agreement, CBT will designate a Maintenance Control Office (MCO) for such private line circuits.
- (b) Where new intraLATA private line circuits are installed, the MCO will ensure that continuity has been established and that appropriate transmission measurements have been made before advising Nextel that the new circuit is ready for service.
- (c) Nextel shall be provided with a direct trouble reporting number. This number will be Nextel's or CBT's access to the location where its facility records are normally located and where current status reports on any trouble reports are readily available. Alternative out-of-hours procedures will be established as required to ensure access by the opposite party to a location which is covered and has the authority to initiate corrective action expeditiously at the same priority as that for another local exchange company.
- (d) To minimize outages on CBT or Nextel provided exchange access and private lines, it is important that effective trouble reporting and clearing procedures be established. To that end:
  - (1) When either party reports a trouble condition, it will first have used its best efforts to isolate the trouble to the other's facilities. Each will also advise

the other of the usage sensitivity of the circuit and the need for expedited clearance.

- (2) In cases where a party indicates essential or important subscriber usage on lines provided by the other, the latter will attempt to clear the trouble condition in a manner similar to its local procedures used to restore similar essential services.
- (3) CBT and Nextel will make cooperative tests, as appropriate, to eliminate the necessity for either party to dispatch personnel needlessly to distant unattended locations merely to isolate the trouble.

Attachment IV

to

INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

between

Cincinnati Bell Telephone Company

and

Nextel West

Effective

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Maintenance of Service Charges

- (a) Nextel obtains from CBT exchange access service lines terminating in Nextel's equipment and intraLATA private line circuits connecting its control terminals to its transmitter/receiver sites. The maintenance of these facilities by CBT, via this contract, requires isolation of both CBT's and Nextel's equipment and facilities for testing purposes. Both CBT and Nextel believe that because each is a responsible and regulated communications common carrier, each should be responsible for isolating and clearing troubles on its own system.
- (b) Nextel and CBT recognize that maintenance charges need not be applied if each carries out its proper function and has therefore agreed to implement, on a trial basis, a procedure which will eliminate these charges.
- (c) Under this procedure when discovering trouble in its service, CBT or Nextel will respond to the trouble reported by isolating the problem to its own or the others system. Each will clear the trouble in its own system prior to handing off the trouble to the other. However, if either party feels that the other is abusing the trouble reporting system and causing the other unreasonable or inordinate time and expense to find troubles which are ultimately determined

to be in the reporting party's system, the aggrieved party may institute a maintenance charge, in accordance with the following procedure.

- (d) (1) Should one party believe that the other is not carrying out its responsibilities to isolate and clear troubles on its own system prior to reporting troubles to the other, the aggrieved party should notify the other in writing that the accepted trouble reporting practices and procedures are being abused, with specific illustration of the abuse, and that the aggrieved party intends to assess maintenance charges for any further abuses that occur.
- (2) Upon receipt of the written notice by the other party, both parties will meet as soon as possible to review the problem and take corrective action.
- (3) If the parties are unable to resolve the dispute, the aggrieved party will give written notice that it intends to implement maintenance charges by a specific date, but not less than ten (10) days from the date of such notice.
- (4) No maintenance charge shall be instituted without the prior approval of the Public Utilities Commission of Ohio.

ATTACHMENT V

to

INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

between

Cincinnati Bell Telephone Company

and

Nextel West

Effective

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CALLING PARTY PAYS PRICING

For calling-party-pays billing option (Billing Option I):

CBT will bill its subscribers the following charges for a land-to-mobile (L/M) call -

Peak period\*                      \$ "TBD" /minute<sup>1</sup>

Off-peak period\*\*                \$ "TBD" /minute<sup>1</sup>

CBT will remit to Nextel a portion of the above charges in accordance with the terms of this Agreement.

\*     Peak period is defined to be 8:00 a.m. to, but not including 8:00 p.m., Monday through Friday.

\*\*    Off-peak period is defined to be 8:00 p.m. to, but not including 8:00 a.m., Monday through Friday, all day Saturday and Sunday and holidays (New Year's Day, January 1; Independence Day, July 4; Labor Day, first Monday in September; Thanksgiving Day, fourth Thursday in November; and Christmas, December 25).

<sup>1</sup>     Rates to be determined when Nextel utilizes Billing Option 1.

Attachment VI

to

INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

between

Cincinnati Bell Telephone Company

and

Nextel West

Effective

\* \* \* \*

TRANSIT TRAFFIC

Cincinnati Bell Telephone (CBT) agrees to transit local calls from Nextel West to Third Party carriers within both the LATA and the MTA. Nextel West will compensate CBT for each minute of use transited at the following rates:

	<u>Per MOU</u>	<u>Per MOU Per Mile</u>
Tandem Switching	\$.0025	-
Tandem Switched Transport	\$.0006	\$.0001